

**COOPERATIVE AGREEMENT FOR A JOINT VENTURE PROJECT
Between County of Kern and the El Tejon Unified School District**

This agreement made and entered into on this 25th day of March 2003 by and between the County of Kern, a Political subdivision of the State of California (hereafter "County") and the El Tejon Unified School District Board, the governing Board of a school district organized and constituted under the laws of the State of California (hereafter "District");

WHEREAS:

- A. County operates a County free library system for the benefit and use of all residents of Kern County; and
- B. Such operation of a County free library is specifically authorized by Education Code Section 18130; and
- C. District operates school libraries for the use, education, and reference of its students, teachers and staff; and
- D. In November 2000, California voters approved Proposition 14, the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (hereafter "the Library Bond Act of 2000") Education Code Title 1, Division 1, Part 11, Chapter 12, Articles 1-3, Sections 19985 – 20011) and Title 5, Division 2, Chapter 3, Sections 20430-20444 of the California Code of Regulations; and
- E. Under Education Code Section 19985.5, the Legislature finds and declares the following: (a) Reading and literacy skills are fundamental to success in our economy and our society; (b) The Legislature and Governor have made enormous strides in improving the quality of reading instruction in public schools; (c) Public libraries are an important resource to further California's reading and literacy goals both in conjunction with the public schools and for the adult population; (d) The construction and renovation of public library facilities is necessary to expand access to reading and literacy programs in California's public education system and to expand access to public library services for all residents of California; and
- F. County is eligible to apply for a construction grant to build a new County Library branch in Frazier Park from the Library Bond Act of 2000 authorized under Education Code Sections 19988, 19989, and 19993, administered by the California State Library, with awards being made by the California Public Library Construction and Renovation Board (hereafter "Bond Act Board"); and
- G. Under Education Code Section 19994 (a) (1) in providing grants, the Library Bond Act gives first priority to joint use projects in which the agency that operates the library and one or more school districts have a cooperative agreement," and
- H. It is expected that said construction, if awarded by the Bond Act Board and approved by the Kern County Board of Supervisors, may be completed by 2006; and
- I. Guided by the required elements for Joint Use Cooperative Agreements set forth at Section 24440: Appendix 2 of Title 5 of the California Administrative Code and the District's K-12 needs assessment with students and staff, The County and the District have reached agreement concerning various joint use projects that will be described in this Agreement and the attachments to it. It is the mutual intent of the district and the County to memorialize their mutual understandings and to provide a basis for the County's application to the California State Library's Office of Library Construction for grant funds under the Library Bond Act of 2000 as this agreement is to the benefit of County, District, and members of the community of the Frazier Park library service area (which includes Tejon Ranch, Los Padres Estates, Lebec, Frazier Park, Lake of the Woods, Pinon Pines, Cuddy Valley, Pine Mountain Association, and Pine Mountain Club) for the District and County to provide joint venture services, and

- J. In designing joint venture projects to meet community needs, the Library and the District conducted three focus group meetings with students from each of the District's three schools, implemented written surveys at each of the District's three schools, visited each of the District's libraries, and held fourteen meetings over twelve months with District staff. During the needs assessment process and the discussions, each party learned a great deal about the needs and resources of each other. The parties recognize that the District's K-12 students will be best served when the District and the County Library work together to meet their educational needs; neither party can meet these needs alone. The County and the District recognize that each makes a unique contribution to this partnership, and that by working together the public will be served to a greater extent than if each works alone; and
- K. County is required by Education Code Section 19999 to dedicate the new facility to direct public library services; and
- L. County is required by Education Code Section 20440 (e) (3) (G) to a commitment that the facility shall be dedicated to public library direct service use for a period of 40 years following completion of the project, regardless of any operating agreements the applicant may have with other jurisdictions or parties.

NOW, THEREFORE, BASED ON THE FOREGOING, THE DISTRICT AND THE COUNTY AGREE AS FOLLOWS:

1. Operation: The County shall operate a county free library open for the use and enjoyment of both the general public and school students during regular hours and days to be established by County. The County shall have sole control of the facility operation, funding, maintenance, custodial services, landscaping, operations, supervision, management, staffing, equipment, furniture, technology workstations, books, and audiovisual collections.
2. Facility Use: The facility shall be operated in compliance with the general procedures, policies and practices of the Kern County Library system, except use of space and technology workstations by students during regular school hours shall be scheduled by the District, shall not be exclusive of the use of the general public, and shall be under the supervision of a teacher or other such person in District's employ.
3. Joint Venture Project for Services and Programs: The County and the District hereby agree to participate jointly in the following Joint Venture Projects, as provided more particularly in the "Scope of Work", attached to this Agreement as Exhibit A and by this reference made fully a part of this Agreement. (a) Computer Learning Lab/Student Computer/Internet Docents (b) Homework Tutoring (c) Career Resources (d) Temporary Public Library Special Collections for Students (e) District-Supplied Core Curriculum Textbooks (f) SAT Prep Sessions at the Library (g) ComTec Academy Trainees (h) Shared Electronic Resources (i) Enrichment literature-based programs. Unless otherwise specifically provided otherwise in Exhibit A, all the forgoing services shall be provided during the County's regular hours of public library service as stated in Section 4 below, except public performances may be scheduled at mutually decided upon hours between the District and County.
4. Hours of Service: Hours of opening are established by the County. The temporary Frazier Park Branch Library is currently open to the general public and school students 32 hours weekly on Tuesday from 12 to 8 p.m. and on Wednesday through Friday from 11 a.m. to 5 p.m. After the issuance of a certificate of completion by the County Building Inspector that the library has been completed for the purpose of occupancy and upon the opening date of the new branch facility to the public, County commits to extend the hours of operation by fourteen hours to 46 weekly hours, and to modify the current schedule based upon the community needs assessment, to be open on

Tuesday, Wednesday and Thursday from 10 a.m. to 8 p.m. and on Friday and Saturday from 10 a.m. to 6 p.m. The County may also modify the hours of opening before the opening of the new facility.

5. Staff Classifications: The temporary Frazier Park Branch is currently staffed by one permanent Library Technician II at 37 hours weekly, and supplemented with extra help staff as needed to include a Clerk I or Departmental Aide II for up to 15 hours weekly. This branch is also supported by numerous staff from the main library and County Library Headquarters' Support Services and Administration to provide for administration, general business and personnel services, program coordination and assistance, reference referral assistance for answering questions, collection development, acquisitions, cataloging, processing, distribution and delivery services, centralized computer services, website development, and branch supervision, to name a few services. At the time of opening of the new facility and to conduct the joint venture projects described in Section 3 and more specifically in Exhibit A, County provided services will be provided by the following County staff in the following numbers: Headquarters support staff includes, but is not limited to one Director of Libraries, One Deputy Director of Libraries, one Librarian IV, one Librarian III, one library clerk and one Information Systems Specialist II; branch staff to include one full time Branch Librarian II, one full-time Library Associate, one full-time Library Technician II, one full time Library Clerk, one part-time Departmental Aide II, and volunteers including student Internet docents, and community volunteers. In conducting the programs described in Section 3, District-provided services will be provided by the following district staff in the following numbers, as more particularly set forth in Exhibit A: 1 District Superintendent; three Principals, certificated teachers, one Library Clerk, Regional Occupational Program staff; one Counselor, one Administrative Assistant, and one Coordinator of Technology Services.
6. Location: The proposed new Frazier Park Branch Library is to be located on Park Drive in Frazier Park, California. The subject property is bounded by Park Drive on the north, Encino Trail on the south, Kiwanis Trail and a hillside on the east, and by a residence on the west. The site is south of the County Frazier Mountain Park Community Hall and the Senior Center. The legal description is: Lots 8 to 23, both inclusive, Block 54 of Frazier Mountain Park Tract No. 1 in the County of Kern, State of California as per Map recorded August 25, 1925 in Book 3, Pages 125 to 129, inclusive, of Maps in the Office of the County Recorder of said County.
7. Ownership: The site, facility, furnishings, technology, equipment and library materials will be owned by the County subject to Education Code Sections 19999 and 20440 (e) (3) (G). The District will own textbooks provided to the program as set forth in Exhibit A.
8. Management and Funding: Except as otherwise provided in this Section 8 and in Exhibit A, the County shall provide funding necessary for all joint projects described in this Agreement from its general Fund (excepting District funded projects cited below), but not limited to salaries and benefits for County staff as set forth in Section 5 and Exhibit A; and acquisition, operation and maintenance of necessary facilities, furnishings, equipment, technology, and materials. District will provide Core Curriculum Textbooks/CD's, shall assist with printing costs for various materials as cited in Exhibit A and shall contribute an annual amount of \$10,000 towards the operational expenses of the branch library for the homework center tutor assistance subscription (such as tutor.com) and for three enrichment literature programs to take place at the Library and at the District's three schools.

This funding is to be derived from District's funding from the State of California for library services on the basis of a year commencing on October 1 and concluding on September 30. The amount of District's annual contribution to the operational expenses of the branch library shall be \$10,000 at the time of certification by the County Building Inspector that the library has been completed for purposes of occupancy. Payment of the first annual contribution shall be made payable to the Kern County Library upon issuance of a certificate of completion and thereafter, on or before October 1 of each subsequent year of this agreement. County and District reserve the right to enter into other payment arrangement agreements for the payment of this annual contribution amount.

9. Maintenance: County shall provide all custodial services, landscaping, utilities, telephone, computer maintenance, and other communication services for the business use of the premises, and shall maintain the interior and exterior of the facility in a fit and safe condition. Student trainees may assist with computer maintenance and repair under supervision as cited in Exhibit A section 6.
10. Insurance/indemnification: District and County shall indemnify, defend (upon request), and hold each other harmless for any claim or liability arising out of any act or omission or any injury or loss arising out of the negligence or misconduct of their respective employees, agents, invitees, or licensees to the employees, agents, invitees, or licensees of the other or to any third party. This may be accomplished by insurance or by self-insurance. County shall procure and maintain a policy of general premises liability insurance to cover its use of the premises or provide equivalent coverage and indemnity through its self-insurance program. Each party to this agreement shall bear sole responsibility for its own acts or omissions.
11. Workers' Compensation Insurance: Each party to the Agreement shall procure and maintain Worker's compensation Insurance as required by Labor Code Section 3700.
12. Term/Termination: Since the Kern County Library, Frazier Park Branch library service area does not have an "existing" library as defined by Title 5, Library Bond Act Regulations, Section 20430, contingent upon Kern County being awarded a State grant award for the construction of a new Kern County Library Branch in Frazier Park, the County and the District are committed to providing joint use library services consistent with the intent of this Agreement for at least 20 years per Title 5 of the Library Bond Act of 2000 regulations to provide joint use services and programs consistent with the intent of the cooperative agreement to commence at the time of the issuance of the certificate of completion of the new facility. After the term of 20 years and pursuant to Education Code Section 18138, the term of this agreement may be extended by the mutual written agreement of the County and the District.
13. Modifications: During the initial term of this Agreement and all extensions thereto, the parties may modify or amend the Agreement's terms consistent with Title 5 Library Bond Act Regulations for a joint venture project by an executed written amendment in each case, approved by the District's Board and the County. No waiver of modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto. If the District or County desire to modify the conditions of the agreement for a joint venture project, the District shall notify the County no later than three months preceding the beginning of each fiscal year.
14. Censorship and/or Control of Materials: As County operates a county free library system for the benefit and use of all residents of the County in accordance with the Constitution of the United States and the Library Bill of Rights embraced by all public libraries in the

United States, the District shall have no right, power or ability to censor or review the materials selected for placement in the general collection of the Kern County Library, nor will it have any right, power or ability to censor Internet access.

15. Patron Comments About Materials/Service/Programs/Staff: Any comments received concerning any materials, services, programs, or staff at the Kern County Library shall be referred to the Branch Supervisor and be processed and resolved in accordance with the policies and procedures of the Kern County Library.
16. Notice: Any notice, demand, request, consent, approval or communication that either party desires, or is required or permitted to be given under this agreement shall be deemed given when deposited, postage prepaid, with the United States Postal Service addressed as follows:
To District: El Tejon Unified School District Board
P.O. Box 876 , 4337 Lebec Road/Lebec, CA 93243
To County: Kern County Library, Attention: Director of Libraries
701 Truxtun Avenue/Bakersfield, CA 93301
17. Field Act: This joint venture project is not subject to the Field Act. This joint venture project will never have more than 24 K-12 students required to be at our facility for educational purposes, nor is the project located on school property.
18. Venue: If either party herein initiates an action to enforce the term hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Kern
19. Captions: Paragraph headings in this agreement are used solely for convenience and shall be wholly disregarded in the construction of the Agreement.
20. Time of Essence: Time is hereby expressly declared to be of the essence in this Agreement and every provision thereof, and each such provision is hereby made and declared to be a material, necessary and an essential part of this Agreement.
21. Required Acknowledgement and Incorporation: The County and the District hereby acknowledge and incorporate Education Code Section 19999 and Section 20440 (e) (3) of Title 5 (Library Bond Act Regulations) of the Administrative Code.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

APPROVED AS TO FORM:

COUNTY OF KERN
Office of County Counsel

By /s/ John Irby
County Counsel

COUNTY OF KERN
Board of Supervisors

By /s/Pete Parra
Chairman

APPROVED AS TO CONTENT:

Kern County Library

By /s/ Diane Duquette
Director of Libraries

El Tejon Unified School District

By /s/ Kittie Jo Nelson
President of the Board of Trustees
By /s/ Dean Bentley
District Superintendent